

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Case No.: CV-13-01195-PHX-DGC

COMPLAINT

JURY TRIAL DEMANDED

NATURE OF THE ACTION,
JURISDICTION AND VENUE

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2 2. Jurisdiction of this court is invoked pursuant to 28
3 U.S.C. §1331. This action is authorized.

4 3. Plaintiff is, and at all times material hereto, has been
5 a resident in the State of Arizona, residing in Maricopa
6 County.

7 4. Plaintiff exhausted her administrative remedies by
8 appealing the denial of short-term disability benefits to
9 the plan administrator (Defendant Sedgwick Claims
10 Management Services, Inc.) and receiving notice of a
11 final denial, the filing of this Complaint is timely, and
12 all prerequisites have therefore been satisfied for
13 filing this Complaint.

14 **PARTIES**

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16 5. Plaintiff Cortney Lewis (hereinafter referred to as
17 "Plaintiff" or "Plaintiff Cortney Lewis") is represented
18 "Propria Persona" and reserves her rights to appoint
19 attorney(s) to this foregoing cause of action if desired.
20 Plaintiff currently resides at 3650 S. Heath Way,
21 Chandler, AZ 85248.

22 6. Plaintiff is a citizen of Maricopa County, resides in
23 Maricopa County, worked in Maricopa County for the
24 sponsor of the employee welfare plan and was denied the
25 benefits in question while residing in Maricopa.
26 Jurisdiction and venue are proper in this Court.

27 7. Defendant Sedgwick Claims Management Services, Inc.
28 (hereinafter referred to as "Defendant" or "Defendant

1 Sedgwick CMS") maintains its main office at 175 W.
2 Jackson Boulevard, Suite 700, Chicago, IL 60604.

3 8. Defendant Sedgwick CMS is the claims administrator of an
4 employee welfare benefit plan sponsored by Plaintiff's
5 former employer.

6 9. Plaintiff is a "participant" within the meaning of 29
7 U.S.C. §1002(7) in the Plan within the meaning of 29
8 U.S.C. §1002(1).

9 10. Defendant Sedgwick CMS is the claims administrator of
10 the Plan. 29 U.S.C. §1002(16)(A).

11 11. Defendant Sedgwick CMS is a fiduciary. 29 U.S.C. §
12 (21)(A).

13 12. At all relevant times, Defendant Sedgwick CMS has been
14 subject to ERISA as the administrator. 29 U.S.C. §1002
15 (16)(A).

16 13. Defendant Sedgwick CMS has a financial interest,
17 either directly or indirectly, in the outcome of its
18 claims determinations.

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21 **BACKGROUND AND STATEMENT OF CLAIMS**

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23 14. Plaintiff worked for eBay, Inc., as a Customer
24 Solutions Agent II from January, 2011 until on or about
25 July 1, 2012.

26 15. Plaintiff developed stenosing tenosynovitis, "trigger
27 finger," and a ganglion cyst on her right hand.
28

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2 16. Plaintiff applied for short-term disability benefits
3 on or after June 22nd, 2011, and was approved; effective
4 July, 1st, 2011.

5 17. There is a 7-day Elimination Period for the STD
6 benefits.

7 18. Plaintiff underwent a surgical procedure.

8
9 19. Plaintiff was advised that a second surgical procedure
10 was necessary.

11 20. Plaintiff received a letter from Defendant Sedgwick
12 CMS, stating that her short-term disability benefits were
13 discontinued.

14 21. Plaintiff has been unable to work as a result of this
15 condition, and complications from this condition.

16
17 22. Disability is defined in the Short Term Disability
18 (STD) Plan, to mean that "because of Injury or Sickness:

19 a. The Participant cannot perform the material duties of
20 his or her regular occupation, and

21 b. Unable to earn 80% or more of his or her Indexed
22 Earnings from working in his or her Regular
23 Occupation."

24
25 23. Notwithstanding the fact Plaintiff's condition
26 prohibits her from performing each of the material duties
27 of her regular job as a Customer Solutions Agent II,
28 Defendant has denied Plaintiff STD benefits.

1
2 24. Plaintiff provided more than adequate medical
3 information substantiating the nature of her conditions
4 and the nature of the limitations resulting from these
5 conditions.

6 25. Plaintiff went through the necessary procedural steps
7 in applying for and then appealing the denial of STD
8 benefits.

9 26. At each step Defendant has arbitrarily and
10 capriciously ignored both the explicit medical
11 information regarding Plaintiff's disability and
12 limitations.

13 27. In so doing Defendant has ignored the plain meaning
14 of the STD plan, acted in bad faith and violated its
15 fiduciary responsibilities under ERISA.

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17 **COUNT I: ERISA - SECTION 502(a)**
18 **ILLEGAL DENIAL OF BENEFITS**

19 28. Plaintiff hereby incorporates Paragraphs 1 through 28
20 of her Complaint as though the same were more fully set
21 forth at length herein.

22 29. Defendant owes a fiduciary duty to Plaintiff to
23 discharge its duties in the interest of the participant
24 and for the exclusive purpose of providing benefits to
25 eligible participants.

26 30. Defendant also has a fiduciary duty to apply the Plan
27 in a reasonable manner and to make determinations
28 supported by competent evidence.

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2 31. Defendant's denial of disability benefits is arbitrary
3 and capricious.

4 32. Defendant's denial of benefits lacks any reasonable
5 factual or medical basis.

6 33. Defendant has violated ERISA.

7 34. Defendant's violations are knowing and willful.

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9 **PRAYER FOR RELIEF**

10 35. WHEREFORE, Plaintiff respectfully requests that this
11 Court:

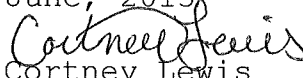
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13 a. Grant a permanent injunction enjoining Defendant, its
14 officers, successors, and assigns and all persons in
15 active concert or participation with it from engaging
16 in any employment practice which violates ERISA.

17 b. Order Defendant to make Plaintiff whole by paying
18 appropriate back benefits with pre-judgment interest,
19 liquidated damages, and/or other affirmative relief
20 necessary to eradicate the effects of its unlawful
21 actions and practices.

22 c. Order Defendant to pay the costs and, if acquired,
23 reasonable attorney's fees incurred by Plaintiff.

24 d. Grant such further relief as the Court deems necessary
25 and proper.
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1 Respectfully submitted this 13th day of
2 June, 2013

3 
4 Cortney Lewis
5 3650 S. Heath Way
6 Chandler, AZ 85248

7 Copy of the foregoing mailed
8 on June 13th to:

9 Sedgwick CMS
10 175 W. Jackson Boulevard,
11 Suite 700
12 Chicago, IL 60604
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